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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

WARREN HANNING MITCHELL,

Plaintiff,

vs.

FCA US LLC; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

Assigned to:
Dept.

**COMPLAINT FOR VIOLATION
OF STATUTORY OBLIGATIONS**

JURY TRIAL DEMANDED

Plaintiff alleges as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331 because the action alleges claims pursuant to 15 U.S.C. §2310, the Magnuson-Moss Warranty Act, with a claim that exceeds the amount in controversy of \$50,000, pursuant to 15 U.S.C. §2310(d)(3)(B).

2. Furthermore, the Court has jurisdiction over this matter because there is minimal diversity as Plaintiff and Defendants are citizens of different states, with a claim that exceeds the amount in controversy of \$75,000, pursuant to 28 U.S.C. § 1332.

3. Furthermore, pursuant to 28 U.S.C. § 1391(b)(2), venue is proper in the Eastern District of California because a substantial part of the events or omissions giving rise to the claim occurred within the judicial district, including entering into the warranty contract for the Subject Vehicle giving rise to this lawsuit.

4. Assignment to the Sacramento Division of this Court is proper because all or most of the events giving rise to Plaintiff's claims occurred in Sacramento County.

GENERAL ALLEGATIONS

5. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff WARREN HANNING MITCHELL.

6. Plaintiff is a resident of Sacramento County, California.

7. As used in this Complaint, the word "Defendant" shall refer to all Defendants named in this Complaint.

8. Defendant FCA US LLC ("Defendant FCA") is a corporation organized and in existence under the laws of the State of Delaware and registered with the California Department of Corporations to conduct business in California. Defendant FCA's principal place of business is in the State of Michigan. At all

times relevant herein, Defendant was engaged in the business of designing, manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor vehicle components in Sacramento County, California.

9. Plaintiff is ignorant of the true names and capacities of the Defendants sued under the fictitious names DOES 1 to 10. They are sued pursuant to Code of Civil Procedure section 474. When Plaintiff become aware of the true names and capacities of the Defendants sued as DOES 1 to 10, Plaintiff will amend this Complaint to state their true names and capacities.

TOLLING OF THE STATUTES OF LIMITATION

A. Class Action Tolling

10. Under the tolling rule articulated in *Am. Pipe & Const. Co. v. Utah*, 414 U.S. 538, 94 S. Ct. 756, 38 L. Ed. 2d 713 (1974) (“*American Pipe*”), the filing of a class action lawsuit in federal court tolls the statute of limitations for the claims of unnamed class members until the class certification issue is resolved. In applying *American Pipe* tolling to California cases, the California Supreme Court summarized the tolling rule derived from *American Pipe* and stated that the statute of limitations is tolled from the time of commencement of the suit to the time of denial of certification for all purported members of the class. *Jolly v. Eli Lilly & Co.*, 44 Cal.3d 1103, 1119 (1988). Tolling lasts from the day a class claim is asserted until the day the suit is conclusively not a class action. *Falk v. Children's Hosp. Los Angeles*, 237 Cal. App. 4th 1454, 1464 (2015).

11. The tolling of Plaintiff’s individual statute of limitations encourages the protection of efficiency and economy in litigation as promoted by the class action devise, so that putative class members would not find it necessary to seek to intervene or to join individually because of fear the class might never be certified or putative class members may subsequently seek to request exclusion.

///

B. Discovery Rule Tolling

12. Making it even more difficult to discover that the Subject Vehicle's engine suffered from a safety defect was Defendants' issuance of various TSBs and Recalls purporting to be able to fix various symptoms of the defects.

13. As a result of the foregoing, Plaintiff did not become suspicious of Defendant's concealment of the latent defects and its inability to repair it until shortly before filing this lawsuit, when the issue persisted following Defendant's representations that the Vehicle was repaired, and thus contacted Defendant directly.

14. Plaintiff always acted diligently in presenting the Subject Vehicle for repairs and following the directives of Defendant's authorized repair personnel.

15. Defendants were under a continuous duty to disclose to Plaintiff the true character, quality, and nature of the Defendant Vehicles' suffering from the Defects, and the inevitable repairs, costs, time, and monetary damage resulting from the Defects. Due in part to Defendant's failure to do so, Plaintiff was unable to discover Defendant's wrongful conduct alleged herein until the issues persisted following Defendants attempts to conform the Vehicle to its warranties.

16. Plaintiff incorporate herein the portions of Plaintiff's repair history set forth above, by reference.

C. The Repair Doctrine

17. The statute of limitations is tolled by various unsuccessful attempts to repair the vehicle.¹

18. Additionally, the limitations period for warranty claims is tolled against a defendant whenever that Defendant claims that the defect is susceptible

¹ See *Aced v. Hobbs-Sesack Plumbing Co.*, 55 Cal.2d 573, 585 (1961) ("The statute of limitations is tolled where one who has breached a warranty claims that the defect can be repaired and attempts to make repairs.") and *A&B Painting & Drywall, Inc. v. Sup. Ct.*, 25 Cal.App.4th 349, 355 (2002) ("Tolling during a period of repairs rests upon the same basis as does an estoppel to assert the statute of limitations, i.e., reliance by the plaintiff upon the words or actions of the defendant that repairs will be made.").

1 to repair and attempts to repair the defect.²

2 19. Here, Defendant undertook to perform various defects repair
3 measures in the form of TSBs and recalls. During the time in which Defendant
4 represented to Plaintiff that the Vehicle was fixable and attempted to fix it, the
5 warranty period may thus have been tolled.

6 20. As a result thereof, Plaintiff discovered Defendant's wrongful
7 conduct alleged herein in or around May 2021, as the Vehicle continued to exhibit
8 symptoms of defects following FCA'S unsuccessful attempts to repair them.
9 However, FCA failed to provide restitution pursuant to the Song-Beverly
10 Consumer Warranty Act and/or Magnuson-Moss Warranty Act.

11 **FACTUAL BACKGROUND**

12 21. On or about February 21, 2015, in California, Plaintiff entered into a
13 warranty contract with Defendant FCA regarding a 2015 Jeep Cherokee vehicle
14 identification number 1C4PJLCS8FW532175 (hereafter "Vehicle"), which was
15 manufactured and/or distributed by Defendant FCA.

16 22. The warranty contract contained various warranties, including but not
17 limited to the bumper-bumper warranty, powertrain warranty, emission warranty,
18 etc. A true and correct copy of the warranty contract is attached hereto as **Exhibit**
19 **A**. The terms of the express warranty are described in **Exhibit A** and are
20 incorporated herein. In addition, to the these warranties, Defendant FCA also
21 provided Plaintiff with a California Emission Warranty, which Plaintiff request
22 Defendant FCA produce as part of its discovery obligations in this case.³

23
24 ² "Tolling during a period of repairs generally rests upon the same legal
25 basis as does an estoppel to assert the statute of limitations, i.e., reliance by the
26 plaintiff on the words or actions of the defendant that repairs will be made."
Cardinal Health 301, Inc., supra, 169 Cal.App.4th at pp. 133–34.

27 ³ Upon information and belief, Defendant FCA deliberately refuses to
28 include the terms of the California emissions warranties in its main express
warranty booklet so that California consumers are kept in the dark when Defendant
FCA fails to comply with its warranty obligations under California's 7
years/70,000 miles emissions warranty, or other California emission warranties,
including but not limited to, Low Emission Vehicles warranties (which have an

1 Thereafter, Defendant FCA provided a further 6-year/100,000-mile warranty for
 2 components related to the transmission and a 8-year/150,000-mile warranty for
 3 the power transfer unit and related components.

4 23. Pursuant to the Song-Beverly Consumer Warranty Act (the “Song-
 5 Beverly Act”) Civil Code sections 1790, *et seq.* the Subject Vehicle constitutes
 6 “consumer goods” used primarily for family or household purposes, and Plaintiff
 7 has used the vehicle primarily for those purposes. Plaintiff is a “buyer” of
 8 consumer goods under the Act. Defendant FCA is a “manufacturer” and/or
 9 “distributor” under the Song-Beverly Act.

10 24. Plaintiff justifiably revoke acceptance of the Subject Vehicle under
 11 Civil Code, section 1794, *et seq.* by filing this Complaint and/or did so prior to
 12 filing the instant Complaint.

13 25. These causes of action arise out of the warranty obligations of
 14 Defendant FCA in connection with a motor vehicle for which Defendant FCA
 15 issued a written warranty.

16 26. Defects and nonconformities to warranty manifested themselves
 17 within the applicable express warranty period, including but not limited to, the
 18 electrical, engine, transmission, and/or steering/suspension systems, among other
 19 defects and non-conformities.

20 27. Said defects/nonconformities substantially impair the use, value, or
 21 safety of the Vehicle.

22 **Some Of Plaintiff’s Vehicle’s Repair History**

23 28. The following is a brief summary of some portions of the Subject
 24 Vehicle’s repair history.

25 29. On or about October 26, 2016, with approximately 10,956 miles on
 26 the odometer, Plaintiff presented the Subject Vehicle to Defendant’s authorized
 27 repair facility with various engine and/or transmission concerns, including jerking,
 28 _____
 even longer warranty term).

hesitating, and juddering. In connection with these concerns, Defendant FCA'S authorized repair facility performed warranty repairs.

30. On or about November 29, 2016, with approximately 11,447 miles on the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair facility with various engine, transmission, electrical, and/or steering/suspension concerns. In connection with these concerns, Defendant FCA'S authorized repair facility performed warranty repairs.

31. On or about September 25, 2017, with approximately 15,967 miles on the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair facility with ongoing engine, transmission, and/or steering/suspension concerns, including jerking, hesitating, and juddering, oil leaks, and ball joint issues. In connection with these concerns, Defendant FCA'S authorized repair facility performed warranty repairs.

32. On or about August 30, 2018, with approximately 20,817 miles on the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair facility with ongoing engine and/or transmission concerns, including jerking, hesitating, and juddering, oil leaks, rough running, and misfiring. In connection with these concerns, Defendant FCA'S authorized repair facility performed warranty repairs.

33. On or about October 15, 2018, with approximately 21,227 miles on the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair facility with ongoing engine and/or transmission concerns, including jerking, hesitating, harsh shifting, and juddering. In connection with these concerns, Defendant FCA'S authorized repair facility performed warranty repairs.

34. On or about December 27, 2019, with approximately 25,703 miles on the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair facility with ongoing engine and/or transmission concerns, including check engine light illumination and valve/solenoid issues. In connection with these

concerns, Defendant FCA'S authorized repair facility performed warranty repairs.

35. Thereafter, Plaintiff continued to experience symptoms of the Subject Vehicle's defects despite Defendant's representations that the Subject Vehicle was repaired.

36. Under the Song-Beverly Act, Defendant FCA had an affirmative duty to promptly offer to repurchase or replace the Subject Vehicle at the time it failed to conform the Subject Vehicle to the terms of the express warranty after a reasonable number of repair attempts.⁴

37. Defendant FCA has failed to either promptly replace the Subject Vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

38. Under the Song-Beverly Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation to an authorized repair facility for a nonconformity.

39. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, et seq. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, et seq. and Commercial Code, section 2711.

40. Plaintiff is entitled to recover any "cover" damages under

⁴ "A manufacturer's duty to repurchase a vehicle does not depend on a consumer's request, but instead arises as soon as the manufacturer fails to comply with the warranty within a reasonable time. (*Krotin v. Porsche Cars North America, Inc.* (1995) 38 Cal.App.4th 294, 301-302, 45 Cal.Rptr.2d 10.) Chrysler performed the bridge operation on Santana's vehicle in August 2014 with 30,262 miles on the odometer—within the three-year, 36,000 mile warranty. The internal e-mails demonstrating Chrysler's awareness of the safety risks inherent in the bridge operation were sent in September 2013, and thus Chrysler was well aware of the problem when it performed the bridge operation on Santana's vehicle. Thus, Chrysler's duty to repurchase or provide restitution arose prior to the expiration of the three-year, 36,000 mile warranty. Moreover, although we do not have the actual five-year, 100,000 mile power train warranty in our record, Santana's expert testified that the no-start/stalling issues Santana experienced were within the scope of the power train warranty, which was still active when Santana requested repurchase in approximately January 2016, at 44,467 miles. Thus the premise of Chrysler's argument—that Santana's request for repurchase was outside the relevant warranty—is not only irrelevant, but wrong." *Santana v. FCA US, LLC*, 56 Cal. App. 5th 334, 270 Cal. Rptr. 3d 335 (2020).

Commercial Code, sections 2711, 2712, and Civil Code, section 1794, et seq.

41. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 et seq. and Commercial Code, sections 2711, 2712, and 2713 et seq.

42. Plaintiff suffered damages in a sum to be proven at trial in an amount that exceeds \$75,000.00.

43. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendants' failure to comply with its obligations under the Song-Beverly Act and/or Magnuson-Moss Warranty Act.

FIRST CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

VIOLATION OF SUBDIVISION (D) OF CIVIL CODE § 1793.2

44. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

45. Defendant FCA and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2).

46. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2), and therefore brings this cause of action pursuant to Civil Code section 1794.

47. Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (d) was willful, in that Defendant and its representative were aware that they were unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet

1 Defendant failed and refused to promptly replace the Vehicle or make restitution.
2 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual
3 damages pursuant to Civil Code section 1794, subdivision (c).

4 48. Defendant does not maintain a qualified third-party dispute resolution
5 process which substantially complies with Civil Code section 1793.22.
6 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual
7 damages pursuant to Civil Code section 1794, subdivision (e).

8 49. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions
9 (c), and (e) in the alternative and does not seek to cumulate civil penalties, as
10 provided in Civil Code section 1794, subdivision (f).

11 **SECOND CAUSE OF ACTION**

12 **BY PLAINTIFF AGAINST DEFENDANT FCA**

13 **VIOLATION OF SUBDIVISION (B) OF CIVIL CODE § 1793.2**

14 50. Plaintiff incorporates by reference the allegations contained in the
15 paragraphs set forth above.

16 51. Although Plaintiff presented the Vehicle to Defendant's
17 representative in this state, Defendant and its representative failed to commence
18 the service or repairs within a reasonable time and failed to service or repair the
19 Vehicle so as to conform to the applicable warranties within 30 days, in violation
20 of Civil Code section 1793.2, subdivision (b). Plaintiff did not extend the time for
21 completion of repairs beyond the 30-day requirement.

22 52. Plaintiff has been damaged by Defendant's failure to comply with its
23 obligations pursuant to Civil Code section 1793.2(b), and therefore brings this
24 Cause of Action pursuant to Civil Code section 1794.

25 53. Plaintiff has rightfully rejected and/or justifiably revoked acceptance
26 of the Vehicle, and has exercised a right to request a buyback. By serving this
27 Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies
28 provided in California Civil Code section 1794(b)(1), including the entire value of

1 the Vehicle. In the alternative, Plaintiff seeks the remedies set forth in California
 2 Civil Code section 1794(b)(2), including the diminution in value of the Vehicle
 3 resulting from its defects. Plaintiff believe that, at the present time, the Vehicle's
 4 value is *de minimis*.

5 54. Defendant FCA'S failure to comply with its obligations under Civil
 6 Code section 1793.2(b) was willful, in that Defendant FCA and its representative
 7 were aware that they were obligated to service or repair the Vehicle to conform to
 8 the applicable express warranties within 30 days, yet they failed to do so.
 9 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual
 10 damages pursuant to Civil Code section 1794(c).

11 **THIRD CAUSE OF ACTION**

12 **BY PLAINTIFF AGAINST DEFENDANT FCA**

13 **VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE § 1793.2**

14 55. Plaintiff incorporates by reference the allegations contained in
 15 paragraphs set forth above.

16 56. In violation of Civil Code section 1793.2, subdivision (a)(3),
 17 Defendant failed to make available to its authorized service and repair facilities
 18 sufficient service literature and replacement parts to effect repairs during the
 19 express warranty period. Plaintiff has been damaged by Defendant's failure to
 20 comply with its obligations pursuant to Civil Code section 1793.2(a)(3), and
 21 therefore brings this Cause of Action pursuant to Civil Code section 1794.

22 57. Defendant's failure to comply with its obligations under Civil Code
 23 section 1793.2, subdivision (a)(3) was wilful, in that Defendant knew of its
 24 obligation to provide literature and replacement parts sufficient to allow its repair
 25 facilities to effect repairs during the warranty period, yet Defendant failed to take
 26 any action to correct its failure to comply with the law. Accordingly, Plaintiff is
 27 entitled to a civil penalty of two times Plaintiff's actual damages; pursuant to Civil
 28 Code section 1794(c).

FOURTH CAUSE OF ACTION
BY PLAINTIFF AGAINST DEFENDANT FCA
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(CIVIL CODE, § 1791.1; § 1794; § 1795.5)

58. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

59. Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by Defendant's implied warranty of merchantability. Pursuant to Civil Code section 1791.1, the duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant, except that the duration is not to exceed one-year.

60. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the warranty contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

61. At the time of entering into the warranty contract, or within one-year thereafter, the Vehicle contained or developed the defects set forth above. The existence of each of these defects constitutes a breach of the implied warranty because the Vehicle (1) does not pass without objection in the trade under the warranty contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does not conform to the promises or affirmations of fact made on the container or label.

62. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the implied warranty, and therefore brings this Cause of Action

pursuant to Civil Code section 1794.

FIFTH CAUSE OF ACTION
BY PLAINTIFF AGAINST DEFENDANT FCA
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

63. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

64. Plaintiff is a “consumer” as defined in the Magnuson-Moss Warranty Act (referred to as “Mag-Moss”), 15 U.S.C. § 2301(3).

65. Defendant is a “supplier” and “warrantor” as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

66. The Subject Vehicle is a “consumer product” as defined in the Mag-Moss Act, 15 U.S.C. § 2301(1).

67. In addition to the express warranty, in connection with the sale of the Vehicle to Plaintiff, an implied warranty of merchantability was created under California law. The Subject Vehicle’s implied warranties were not disclaimed using a Buyer’s Guide displayed on the Vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

68. In accordance with Defendant’s warranty, Plaintiff delivered the Vehicle to Defendant’s representatives, including its representatives in this state to perform warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the Vehicle, Plaintiff notified Defendant and its representative of the characteristics of the defects. However, the representative failed to repair the Vehicle, breaching the terms of the written warranty on each occasion

69. Defendant violated the Mag-Moss Act when it breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to repurchase and/or replace the Subject Vehicle.

70. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff’s part under the terms of the

1 agreement, express warranty and implied warranty except for those terms and
2 conditions, covenants, promises and obligations or payments for which
3 performance and/or compliance has been excused by the acts and/or conduct of
4 Defendant and/or by operation of law

5 71. Plaintiff has also met all of Plaintiff's obligations and preconditions
6 to bring this claim, or alternatively it would have been futile for Plaintiff to do so.

7 72. In addition, Plaintiff has met all of Plaintiff's obligations for bringing
8 this claim as provided in the written warranties, or alternatively, Defendant does
9 not maintain an informal dispute resolution process for the purpose of resolving
10 claims for breach of the implied warranty of merchantability, and does not
11 maintain an informal dispute resolution process for resolving express warranty
12 claims that complies with the requirements of 15 U.S.C. § 2310(a) and the rules
13 and regulations adopted pursuant thereto by the Federal Trade Commission.

14 73. As a direct and proximate result of the acts and omissions of the
15 Defendant, Plaintiff has been damaged in the form of general, special and actual
16 damages in an amount within the jurisdiction of this Court, according to proof at
17 trial.

18 74. Under the Act, Plaintiff is entitled to reimbursement of the entire
19 amount paid or payable.

20 75. Plaintiff is entitled to all incidental, consequential, penalties, and
21 general damages resulting from Defendant's failure to comply with their
22 obligations under the Mag-Moss Act.

23 76. Plaintiff has been damaged by Defendant's failure to comply with its
24 obligations under the express warranty, implied warranty, as well as any other
25 violations alleged here, and therefore bring this claim pursuant to 15 U.S.C.
26 §2310(d) and seek remedies available pursuant to Magnuson-Moss Act under
27 California law, including California Civil Code Section 1794 and/or California
28 Commercial Code Sections 2711-2715, and/or other remedies that the Court may

deem proper.

77. Plaintiff is entitled under the Mag-Moss Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action pursuant to 15 U.S.C. § 2310(d)(2).

PRAYER

PLAINTIFF PRAYS for judgment against Defendant as follows:

- a. For general, special and actual damages according to proof;
- b. For restitution;
- c. For any consequential and incidental damages;
- d. For revocation of acceptance of the Subject Vehicle, rescission, reimbursement and/or restitution of all monies expended;
- e. For diminution in value;
- f. For a civil penalty in the amount of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c) or (e);
- g. For prejudgment interest at the legal rate;
- h. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to Civil Code section 1794, subdivision (d);
- i. For costs, expenses and attorney's fees reasonably incurred in connection with the commencement and prosecution of this action pursuant to 15 U.S.C. § 2310(d)(2); and
- j. For such other relief as the Court may deem proper.

Dated: May 31, 2022

STRATEGIC LEGAL PRACTICES, APC

BY: /s/ Tionna Dolin
TIONNA DOLIN
Attorneys for Plaintiff,
WARREN HANNING MITCHELL

DEMAND FOR JURY TRIAL

Plaintiff hereby demand a jury trial on all causes of action asserted herein.

Dated: May 31, 2022

STRATEGIC LEGAL PRACTICES, APC

BY: /s/ Tionna Dolin
TIONNA DOLIN
Attorneys for Plaintiff,
WARREN HANNING MITCHELL

Exhibit A



2015 All Vehicles

WARRANTY INFORMATION

IMPORTANT

This booklet contains Chrysler Group LLC limited warranties. It should be kept in your vehicle and presented to your Dealer if any warranty service is needed.

The warranty text begins on page 4 of this booklet.

WARRANTY COVERAGE AT A GLANCE

DESCRIPTION	1 Yr/ 12, 000	2 Yr/ 24,000	3 Yr/ 36,000	3 Yr/ 50,000	3 Yr/ Unlimited	5 Yr/ 50,000	5 Yr/ 100,000	5 Yr/ Unlmtd	7 Yr/ 70,000	8 Yr/ 80,000
Basic Limited Warranty Coverage										
Special Extended Warranty Coverage Anti-Corrosion Perforation Limited Warranty: All Panels Outer Panels Powertrain Limited Warranty Federal Emissions Warranty Federal Emissions Warranty Specified Comp.										

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YOUR LEGAL RIGHTS UNDER THESE LIMITED WARRANTIES

1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that Chrysler Group LLC ("Chrysler") makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and Chrysler completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1 Incidental and Consequential Damages Not Covered

Your warranties don't cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time;
- inconvenience;
- the loss of the use of your vehicle;
- the cost of rental vehicles, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

2. What's Covered Under Chrysler Group LLC's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception are tires and Unwired headphones. You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and

labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- tires;
- Unwired headphones; or
- items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

Be sure you get a copy of any warranty that applies to these items from your dealer, or from the maker of the product. You can find the tire and Unwired headphone warranty statements in your Owner's Literature Package.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

D. Towing Costs Are Covered Under Certain Circumstances

The Roadside Assistance covers the cost of towing your vehicle to the nearest Chrysler, Dodge, Jeep, or Ram dealer if your vehicle becomes disabled as a result of a mechanical breakdown. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the vehicle; or
- the date when the vehicle was first put into service — for example, as a dealer “demo” or as a Chrysler company vehicle.

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;
- clutch discs or modular clutch assembly (as equipped);
- windshield and rear window; and
- wheel alignment and wheel balancing

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

G. Registration and Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

H. If Your Vehicle Leaves the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE ON THIS VEHICLE IF IT IS SOLD IN OR REGISTERED IN COUNTRIES OTHER THAN THE UNITED STATES.

This policy does not apply to vehicles that have received authorization for export from Chrysler. Dealers may not give authorization for export. You should consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to U.S. government officials or military personnel on assignment outside of the United States.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

2.2 Corrosion Warranty

A. Who Is Covered?

You are covered if you are a purchaser for use of the vehicle.

B. What's Covered

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what isn't covered by this warranty, see 3.5.

C. How Long It Lasts

The Corrosion Warranty starts when your Basic Limited Warranty begins under 2.1(E).

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are 5 years or unlimited miles on the odometer, whichever occurs first.

D. What's Not Covered

Please note that while the standard Corrosion Limited Warranty applies to defects in material and/or workmanship, it does not cover the vehicle's matte finish appearance (if equipped).

Maintaining the matte finish appearance is solely the responsibility of the vehicle owner as described in your Owner's Manual.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

2.3 Restraint System Limited Warranty (Vehicles sold and registered in the State of Kansas only)

For vehicles sold and registered in the State of Kansas, seatbelts and related seatbelt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seatbelts and related components required as the result of collision.

B. What's Covered

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in section 2.4.E below that is defective in workmanship and materials.

C. How Long It Lasts

The Powertrain Limited Warranty lasts for up to 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

2.4 Powertrain Limited Warranty

A. Who Is Covered?

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

D. Towing Costs Are Covered

The Powertrain Limited Warranty covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep or Ram dealer if your vehicle cannot be driven because a covered part has failed.

If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by Chrysler Group LLC:

Gasoline Engine:

cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump

and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

Diesel Engine:

cylinder block and all internal parts; cylinder head assemblies; core plugs; fuel injection pump and injectors; intake and exhaust manifolds; oil pan; oil pump; timing gear drive belts and/or chains and cover; turbocharger housing and internal parts; valve covers; water pump and housing; seals and gaskets for listed components; glow plugs and all sensors.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

Transmission:

transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive:

transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All Wheel Drive (AWD):

power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

Rear Wheel Drive:

rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

Four-Wheel Drive (4X4):

transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

F. Other Provisions of This Powertrain Limited Warranty

All other terms of the New Vehicle Limited Warranty including the Section 1 (Your Rights Under These Limited Warranties) and Section 3 (What's Not Covered) apply to this Powertrain Limited Warranty.

3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-Chrysler Group LLC ("Chrysler") parts, components, or equipment (such as a non-Chrysler radio or speed control); and

- using special non-Chrysler materials or additives.

But your warranties don't cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be

caused or needed because of the installation or use of non-Chrysler parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-Chrysler parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine Chrysler / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer;

- applying rustproofing or other protection products;

- changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or

- using any refrigerant that Chrysler has not approved.

WHAT'S NOT COVERED

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties don't cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3 Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your vehicle's normal or scheduled maintenance — the parts and services that all vehicles routinely need. Some of these parts and services, which your warranties don't cover, include:

- Lubrication;

WHAT'S NOT COVERED

- engine tune-ups;

- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);

- cleaning and polishing; and

- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

3.5 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or vehicle alteration;

- surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones;

- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and

- corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by Chrysler.

WHAT'S NOT COVERED

3.6 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;
- use of used parts, even if they were originally supplied by Chrysler (however, authorized Chrysler / MOPAR remanufactured parts are covered);
- windshield or rear window damage from external objects;
- any changes made to your vehicle that don't comply with Chrysler; or

3.7 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

Chrysler will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

3.8 Restricted Warranty

Your warranties can also be restricted by Chrysler. Chrysler may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by Chrysler before covered repairs are performed.

OTHER TERMS OF YOUR WARRANTIES

4. Other Terms of Your Warranties

4.1 Exchanged Parts May Be Used in Warranty Repairs

In the interest of customer satisfaction, Chrysler Group LLC ("Chrysler") may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet Chrysler standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- engine assemblies;
- transmission assemblies;
- instrument cluster assemblies;
- radios, tape, CD and DVD players;
- speedometers; and
- powertrain control modules.

To help control suspected ozone-depleting agents, the EPA requires the capture, purification, and reuse of automotive air-conditioning refrigerant gases. As a result, a repair to the sealed portion of your air-conditioning system may involve the installation of purified reclaimed refrigerant.

OTHER TERMS OF YOUR WARRANTIES

4.2 Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet-metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. They repair any defects or damage detected before the vehicle is delivered to you.

4.3 Production Changes

Changes may be made in vehicles sold by Chrysler and its dealers at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

EMISSION WARRANTIES REQUIRED BY LAW

5. Emission Warranties Required By Law

5.1 Federal Emission Warranty

A. Parts Covered for 2 Years or 24,000 Miles

Federal law requires Chrysler Group LLC (Chrysler) to warrant the following emissions parts for 2 years or 24,000 miles, whichever occurs first. Chrysler covers all of these parts under the Basic Limited Warranty for 3 years or 36,000 miles, whichever occurs first.

Gas

- air system controls
- electronic fuel injection system, including injector
- evaporative-emission canister and controls
- exhaust manifold

- exhaust gas recirculation valve and control system
- exhaust pipes (between exhaust manifold and catalyst)

- fuel cap and tank assembly, pump, and fuel lines
- ignition system
- intake manifold
- on-board diagnostic-system components
- oxygen sensors
- positive crankcase-ventilation (PCV) valve or orifice
- secondary ignition wires
- spark plugs
- throttle body
- transmission-control module

EMISSION WARRANTIES REQUIRED BY LAW

- vacuum hoses, clamps, and fittings, as well as tubing used for these components
- vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these components and systems

Diesel

- charge air cooler
- crankcase ventilation system
- electronic fuel injection system, including injectors
- exhaust gas recirculation valve & control system
- exhaust manifold
- fuel cap & tank assembly, pump, & fuel lines
- glow plugs
- intake manifold

- mass air flow sensor
- nitrous oxide sensors
- on-board diagnostic-system components
- oxygen sensors
- particulate matter sensor
- throttle body
- transmission control module
- turbocharger
- urea (DEF) tank & control system
- vacuum hoses, clamps, & fittings, as well as tubing used for these components
- vacuum, temperature, altitude, speed, time sensitive valves, sensors, & switches used in these components

EMISSION WARRANTIES REQUIRED BY LAW

B. Parts Covered for 8 years or 80,000 miles

If your vehicle has one of the following parts, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first, calculated from the start of the Basic Limited Warranty as set forth in Section 2.1(E). The covered parts are:

- catalytic converter
- powertrain control module
- oxidation catalyst/particulate filter assembly - 3.0L
- selective catalytic reduction catalyst assembly - 3.0L

5.2 Emission Performance Warranty

This warranty supplements the federal warranty under 5.1. It lasts for 2 years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Warranty covers that

part for a period of 8 years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under 2.1(E). The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, but only if:

- your vehicle has failed a federally approved state or local emissions test;
- your vehicle has been maintained and operated properly up until it fails such a test; and
- you face a real penalty — for example, a fine or the loss of the use of your vehicle — because the vehicle has failed the test.

Section 6.4 explains how to get service under this warranty.

6. How to Get Warranty Service

6.1 Where to Take Your Vehicle

A. In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

B. In Canada and Mexico:

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your Chrysler warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

C. In a Foreign Country Outside of North America:

If you are traveling temporarily outside of North America, and your vehicle remains registered in the United States:

- You should take your vehicle to an authorized Chrysler, Dodge, Jeep or Ram dealer. They should give you the same warranty service you receive in the United States.

HOW TO GET WARRANTY SERVICE

- If the authorized dealership charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. (This receipt will be similar to the one used by the dealer who normally services your vehicle.)
- When your vehicle returns to the United States, contact the Chrysler Customer Assistance Center (section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

D. If You Move:

If you move to another country, be sure to contact the Chrysler Customer Assistance Center (section 7.2) and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to Chrysler in order to continue your warranty coverage. You may also be required to obtain documentation from Chrysler in order to register your vehicle in your new country.

E. Notice:

If your vehicle is registered outside of the United States, and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. (Vehicles registered to United States government officials or military personnel on assignment outside of the U.S. will continue to be covered.)

HOW TO GET WARRANTY SERVICE

6.2 How To Get Roadside Assistance Service - U.S. or Canada Only *

A. Who Is Covered:

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance service lasts for 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

B. What To Do:

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, dial toll-free

*Towing services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Medford, MA 02155.

1-800-521-2779. Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an “unsafe situation”, please let us know. With your consent, we will contact local police or safety authorities.

C. Covered Services:

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch a service provider to use your vehicle’s temporary spare tire (if equipped) as recommended in your Owner’s Manual. This is not a permanent flat tire repair.

HOW TO GET WARRANTY SERVICE

Out of Gas/Fuel Delivery

Drivers can't always count on a gas station being nearby - especially when traveling away from home. Just call 1-800-521-2779, and we will dispatch a service provider to deliver a small amount of fuel (maximum 2 gallons) to get you to a nearby station.

Battery Jump Assistance

No time is a good time for a dead battery, but with Roadside Assistance, you don't have to worry about being stranded. We will dispatch a service provider to provide you with a battery jump anytime, day or night.

Lockout Service

Whether the keys are locked in your vehicle or frozen locks are keeping you from getting on your way, help is just a phone call away at 1-800-521-2779. This service is limited to providing access to the vehicle's seating area. It does not cover the cost of replacement keys.

Towing Service

Our towing service gives you peace of mind and confidence. If your vehicle becomes disabled as a result of a mechanical breakdown, Roadside Assistance will dispatch towing service to transport your vehicle to the closest authorized Chrysler, Dodge, Jeep or Ram dealer. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles.

D. If Unable to Contact Roadside Assistance:

If you are unable to contact Roadside Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility, for services rendered within 30 days of the occurrence. Be sure to include your vehicle identification number, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will

reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. Chrysler Group LLC's determination relating to reimbursement are final. Correspondence should be mailed to:

Chrysler Towing Assistance
P.O. Box 9145
Medford, MA 02155
Attention: Claims Department

6.3 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge, Jeep or Ram dealer, follow the reimbursement procedure in 6.1(C).

6.4 Getting Service Under the Federal Emission Performance Warranties

A. What to Do

If your vehicle has failed an emissions test described in 5.2:

- Take it to an authorized Chrysler, Dodge, Jeep or Ram dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

HOW TO GET WARRANTY SERVICE

B. Further Steps You Can Take, and How to Get More Information

If you think your dealer has wrongly denied you emission-warranty coverage, follow the steps described in 7.1. Chrysler will reply to you in writing within 30 days after receiving your complaint (or within the time limit required by local or state law). If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

If you want more information about getting service under the Federal Emission Warranty or the Performance Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

Manager, Certification and Compliance
Division Warranty Claims
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 6403J
Washington, D. C. 20460

7. How to Deal with Warranty Problems

7.1 Steps to Take

A. In General

Normally, warranty problems can be resolved by your dealer's sales or service departments. That's why you should always talk to your dealer's service manager or sales manager first. But if you're not satisfied with your dealer's response to your problem, Chrysler Group LLC ("Chrysler") recommends that you do the following:

Step 1:

Discuss your problem with the owner or general manager of the dealership.

Step 2:

If your dealership still can't resolve the problem, contact the Chrysler Customer Assistance Center. You'll find the address in section 7.2.

B. What Chrysler Will Do

Once you have followed the two steps described in 7.1(A), a Chrysler representative at Chrysler headquarters will review your situation. If it's something that Chrysler can help you with, Chrysler will provide your dealer with all the information and assistance necessary to resolve the problem. Even if Chrysler can't help you, Chrysler will acknowledge your contact and explain Chrysler's position.

HOW TO DEAL WITH WARRANTY PROBLEMS

C. If Your Problem Still Isn't Resolved For Customers Residing in Arkansas, Idaho, Kentucky, Minnesota and Montana ONLY:

(NOTE: This Process is not available for residents of other states.)

If you can't resolve your warranty problem after following the two steps described in 7.1(A), and you live in Arkansas, Idaho, Kentucky, Minnesota or Montana ONLY, you can contact the Chrysler Group LLC Customer Arbitration Process in your area.

You may obtain a brochure describing Chrysler Group LLC's Customer Arbitration Process, including an application, by calling (877) 426-5337. This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement
P.O. Box 727

Mt. Clemens, MI 48046

The CAP reviews only vehicle disputes involving Chrysler Group LLC ("Chrysler") Limited Warranty or a Chrysler / Mopar Part Limited Warranty. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you: 1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing/selling dealer, 5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

HOW TO DEAL WITH WARRANTY PROBLEMS

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request Chrysler and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or Chrysler may contact you to see if your case can be settled by agreement. If a settlement is offered to you, Chrysler will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, an NCDS panel will review and decide your case. Neither you, the dealer nor Chrysler need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or Chrysler and the time by which the action must be taken. The decision will be binding on the dealer and Chrysler but not on you unless you accept the decision.

HOW TO DEAL WITH WARRANTY PROBLEMS

- If any action is required on the part of the dealer or Chrysler you will be contacted within ten (10) days after the date by which the dealer or Chrysler must act to determine whether performance has been rendered.
- The entire dispute settlement process will normally take no longer than 40 days.
- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

D. Notice Under State Lemon Laws

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, Chrysler requires that you first notify us in writing of any service difficulty that you

may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the Chrysler Customer Assistance Center at the address in 7.2.

7.2 Helpful Addresses and Telephone Numbers

Here are the addresses and telephone numbers of the Chrysler Customer Assistance Center that can help you wherever you happen to be. Contact the one that covers your area:

- **In the United States:**

Chrysler Customer Assistance Center
P.O. Box 21-8004
Auburn Hills, Michigan 48321-8004
Phone: (877) 426-5337

HOW TO DEAL WITH WARRANTY PROBLEMS

To contact Chrysler by email,
simply access the following website:
www.jeep.com

(click on the "Contact Us" button)

- **In Canada:**

**Chrysler Canada, Inc.
Customer Service**

Chrysler Centre

P.O. Box 1621

Windsor, Ontario N9A-4H6

Phone: (800) 465-2001

- **In Mexico, contact the Customer Relations Office
for Chrysler, Dodge, Jeep and Ram vehicles at:**

1240 Prolongacion Paseo de la Reforma Av.

Santa Fe, C.P. 05109

Deleg. Cuajimalpa, Mexico

Phone (in Mexico): (015) 5081-7568

Phone (outside Mexico): (800) 505-1300

- **In Puerto Rico and U.S. Virgin Islands:
Customer Service**

Chrysler Group International Services LLC

San Juan, Puerto Rico 00919-1857

Box 191857

Phone: (787) 782-5757

Fax: (787) 782-3345

OPTIONAL SERVICE CONTRACT

8. Optional Service Contract

Chrysler Group LLC's or Chrysler Service Contract Company LLC's optional service contracts offer valuable protection against repair costs when these warranties don't apply. They compliment but don't replace the warranty coverages outlined in this booklet. Several plans are available, covering various time-and-mileage periods and various sets of components. (Service contracts aren't available if you live in a U.S. possession or territory.) Ask your dealer for details.

9. Maintenance

9.1 General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and Chrysler Group LLC ("Chrysler") concerning your maintenance of your vehicle, Chrysler will require you to provide proof that your vehicle was properly maintained.

For your convenience, Chrysler has prepared a Maintenance Log which is included in your Owner's Manual. You should use this Maintenance Log to keep track of scheduled maintenance, either by routinely having the repairs entered in your Maintenance Log, or by keeping receipts or other documentation of work you've had done on your vehicle in your Maintenance Log.

MAINTENANCE

9.2 Where To Go For Maintenance

Chrysler recommends that you return to the dealer from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you can get warranty service from any dealer who sells your particular make, returning to your selling dealer will help ensure that all your service needs are met and that you're completely satisfied. The dealership technicians are specifically trained to proficiently perform maintenance and repair procedures on your Chrysler Group LLC vehicle.

Authorized Chrysler, Dodge, Jeep or Ram dealers will help ensure that all your service needs are met and that you're completely satisfied. Chrysler strongly recommends you use genuine Chrysler / MOPAR parts to maintain your vehicle.

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Original Owner's Name

Street Address

City and State

Zip Code

Vehicle Identification Number

Warranty Start Date (In-Service Date)

Mileage at Delivery

Selling Dealer

Code

City

State

Second Owner's Name

Street Address

City and State

Zip Code

Date of Second Purchase

Mileage at Purchase

Third Owner's Name

Street Address

City and State

Zip Code

Date of Third Purchase

Mileage at Purchase

Warranty coverage applies to all vehicle owners. To protect you in the event of a recall or any questions concerning your warranty, please tell your dealer about any ownership or address change, and write the details here.



STICK WITH THE SPECIALISTS®



Chrysler Group LLC

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